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9 **UNITED STATES BANKRUPTCY COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND DIVISION**

11 EARNEST ANTOINE LOVE) CHAPTER: 13
)
12 Debtor(s)) CASE NO.: 08-46468- EDJ
13 _____) RS No. JDL-152
14 DOWNEY SAVINGS AND LOAN)
ASSOCIATION F.A.,)
15 Movant) STIPULATION FOR ADEQUATE
) PROTECTION
16 v.) (663 Durant Ave., San Leandro, CA)
17 EARNEST ANTOINE LOVE, Debtor(s), and) Hearing Date/Time: 7/10/2009 @ 10:00 a.m.
MARTHA G. BRONITSKY, Trustee) Judge: E. Jellen
) Dept: 215
18 Respondents)
19 _____)

20 This Stipulation is between DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A.
21 ("Downey"), and EARNEST ANTOINE LOVE, Debtor(s) herein, and is made with reference to
22 the following facts:
23

24 **RECITALS**

25 A. Debtor has an interest in real property at **663 Durant Ave., San Leandro, CA** (the
26 "Property"), that is encumbered by a Note secured by First Deed of Trust in favor of Downey.
27

28 B. A post-petition default has arisen under Downey's Note and Deed of Trust.

1 C. Debtor wishes to cure the post-petition delinquency owed to Downey.

2 THEREFORE, the parties hereby stipulate as follows:

3 **TERMS**

4
5 1. Debtor shall deliver to Downey, through its attorney of record, certified funds in the sum
6 of **\$1,700.00** on or before the July 10, 2009 hearing date, which shall be applied toward the July
7 2009 post-petition payment.

8 2. Commencing in August 2009, Debtor shall pay directly to Downey all post-petition
9 payments and applicable late charges to accrue under Downey's Note and Deed of Trust on the
10 Property. Each payment is currently **\$1,700.00** (but is subject to change), and is due on the first
11 day of the calendar month during which the same accrues, and a late charge of **\$85.00** accrues with
12 respect to any payment not received by Downey on or before the 16th day of the month during
13 which the same is due. Debtor shall also timely pay and perform all post-petition obligations to
14 accrue under Downey's Note and Deed of Trust, including the payment of real estate taxes, and the
15 maintenance of insurance on the Property.
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18 3. In addition to the payments required above, Debtor shall repay the post-petition
19 delinquency to accrue for the months of December 2008 through June 2009, aggregating \$7,310.00,
20 in certified funds over six (6) months, at the rate of **\$1,218.34** per month commencing **July 15,**
21 **2009**, and monthly thereafter until such delinquency is repaid in full.
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23 4. Downey shall file an amended Proof of Claim to include Downey's attorney's fees and
24 costs incurred in the within case, which shall be repaid through Debtor's Chapter 13 Plan. Trustee
25 shall be the disbursing agent for the claim, which shall be paid in full concurrently and pro rata with
26 the other secured creditors. There shall be no modification of, or provision made with respect to,
27 Debtor's Chapter 13 Plan that waives, reduces, diminishes, or otherwise affects Downey's rights
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1 hereunder, or the sums to be distributed to Downey pursuant hereto, without prior written consent
2 of Downey.

3 5. Any payment to be made or notice to be given to Downey shall be delivered only to:
4 Downey Savings and Loan Association F.A., 3501 Jamboree Road, 3rd Floor, North Tower,
5 Newport Beach, California 92660, Attention: Foreclosure Supervisor, or at such other place as may
6 be noticed to Debtor, and shall reference loan number *****1445.

8 6. If Debtor(s) shall fail to make any of the payments or perform any other obligations in
9 the time, amount, and/or manner required by this Order and/or Downey's Note and Deed of Trust,
10 Downey shall mail notice of the default to Debtor, with a copy of the notice faxed to Debtor's
11 attorney (if any). If the default is not wholly cured in certified funds within ten (10) days of the
12 mailing of the notice, or upon the occurrence of the fourth or any subsequent default, Downey shall
13 be released from the Stay provided under 11 U.S.C. §362(a) with respect to the Property without
14 further notice, court hearing or order, and without any forbearance provided under Bankruptcy Rule
15 4001(a)(3). Only three (3) notices of default are required to be given by Downey. The cure of any
16 default must contain any payment(s) that subsequently become due through the date of the cure.
17 Downey's attorney's fees and enforcement costs are recoverable to the extent authorized by
18 Downey's Deed of Trust and permitted by law.

19 9. This Stipulation may be executed in counterparts, and via facsimile.

20 DATED: June 30, 2009,

21 /s/ Joey DeLeon.
22 Joey DeLeon, Attorney for Downey Savings

23 DATED: June 30, 2009

24 /s/ Jason Cline.
25 Jason Cline, Esq., Attorney for Debtor(s)
26 Law Offices of Max Cline